WRS MOTION PICTURE
AND VIDEO LABORATORY
1000 Napor Blvd.
Pittsburgh, PA 15205
412-937-7700

DATE: November 16, 1998

TO: Angela Ricciardi

FROM: Joe Gerek
(412)937-7700

Following is the information required to set up the demand deposit account for Plaza Entertainment. Please review and call me with any questions as soon as possible.

EXHIBIT
tabbies
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35, 16, and Super 16mm Color or Black & White Negative Developing and Printing • Film or Video Dailies • Digital Liquidgate NTSC/PAL Film to Tape Transfers With Keycode and OSC/R • Climate Controlled Computerized Vaults • Sound Services • Titles • Optical and Precision Registration Printing • Nitrate Conversion • Preservation • Restoration • Tape to Film Transfers • Tape to Tape Video Duplication in All Domestic or Foreign Formats For Television, Industry or Special Interest • Conversions ... Telemarketing • Distribution • Fulfillment

NATIONAL BANK OF CANADA
New York Branch

125 West 55th Street
23rd Floor
New York, NY 10019-5366
Telephone: (212) 632-8500
Fax: (212) 632-8616

Enclosed you will find the following documents required in order to set up a demand deposit account with NBOC NY

.DDA set up agreement forms:

- *-Corporate Resolution*
- *-Telefacsimile Agreement*
- *-W-9 Taxpayer ID Form*
- *-Deposit Agreement*
- *-Signature Cards*
- -Certificate of Incorporation (*Not enclosed*; *This document is issued by the County, town or state*).

- *Cash Management Services Agreement*
- *A Standard and Automated Lockbox Agreement(Please complete only one)*

You will need to complete the DDA setup agreement forms in order to establish an additional demand deposit account. In addition, if you are interested in also establishing a lockbox with that DDA account, please complete the Cash Management Service Agreement Form and the Standard or Automated Lockbox Agreement.
Kindly return the documentation direct to my attention at:

National Bank of Canada
Attn: Angela Ricciardi /Cash Management Dept
22nd Floor
125 West 55th Street
New York, NY 10019

Please feel free to call me with any questions. I can be reached at (212) 632-8866.
212-632-8699 – Fax

Sincerely,

Angela Ricciardi

Angela Ricciardi
Cash Management Officer

DEPOSIT AGREEMENT

WRS, Inc. for Plaza Entertainment, Inc (the "Customer") authorizes National Bank of Canada, New York Branch (the "Bank") to maintain a deposit account (the "Account") at the Bank's place of business (125 West 55th Street, New York, NY 10019). the Account will reflect the Customer's deposits incidental to, or arising out of , the exercise of the Bank's lawful powers. The customer agrees with the Bank that the operation of the Account shall be governed by the following terms and conditions:

(1) Any item received by the Bank after the Bank's regular afternoon closing hour shall be deemed received the next banking day. All items cashed for the Customer or credited to the Account (whether or not such items are payable by the Bank) (a) will be handled by the Bank as collecting agent for the Customer, (b) will not be available for withdrawal until final payment is received or unconditional credit is accepted by the Bank and (c) if the Bank has cashed such item or given credit therefor, will be subject to charge back or refund if for any reason final payment is not received in cash or unconditional credit accepted by the Bank. The Bank may decline to honor any item presented with respect to the Account in event that, at the time of presentation, the Account does not have a credit balance of at least a corresponding amount of available funds.

(2) In acting as collecting agent for the Customer, the Bank assumes no responsibility beyond the exercise of ordinary care. For the purpose of presenting or collecting any item, the Bank, or its correspondents, may send such item directly or indirectly to any bank, including the payor bank, and may accept such bank's draft check or credit as conditional payment in lieu of cash. The Bank will not be liable for the insolvency, neglect, misconduct, mistake or default of any other bank or person (including its correspondents), nor the loss or destruction of any item in transit or in the possession of others.

(3) The Bank's statement in respect of the Account may be sent by ordinary mail at the risk of and to the address furnished it by the Customer. The correctness of each statement shall be deemed admitted by the customer unless notice of a discrepancy is received by the Bank promptly, but in any event not later than 30 calendar days (or such lesser period as may be provided by law) after mailing of the statement.

(4) If a claim is made to the Bank for the recovery of all or any part of any collected item (including any item cashed for the Customer) after the final payment thereof, on the ground that such item was altered or bore a forged or unauthorized endorsement or was otherwise not properly payable, the Bank may withhold the amount thereof from the Account or from any other account maintained by the Customer with the Bank until the determination of such claim. The Bank requires that any request to stop payment on any item be in writing and that the Bank shall have a period of at least three hours after receipt at its New York Branch of the written request to put the stop payment order into effect.

(5) The Account will be subject to the Bank's service charge as in effect from time to time. Changes in such charges shall become effective upon not less than 10 calendar days' given as provided in paragraph 7 below. Such charges may be deducted fro the Account and the Bank will not be liable for dishonoring draft, notes acceptances or other instruments because of insufficient funds resulting from the deduction of such charges.

(6) The Bank reserves the right to terminate the Account at any time and without notice.

(7) This Agreement may be amended or supplemented by the Bank at any time or times by sending notice thereof to the Customer or by posting notice thereof for a reasonable time in any conspicuous place at the office where the Account is maintained.

(8) No waiver or modification hereof shall be deemed to be made by the Bank unless in writing and signed by the Bank. The Bank and the Customer hereby waive their respective rights to demand trial by jury.

(9) The Bank is hereby authorized to offset the deposit in the Account, without notice, against the indebtedness than due to it of the Customer.

(10) This Agreement shall be governed by the laws of the State of New York.

If Customer is a Corporation or a partnership, insert titles and sign in accordance with Account Opening Document

Name of Customer: WRS Inc. for Plaza Entertain Inc

By: [signature]

Title: Pres, WRS, Inc

By: [signature]

Title: Pres Plaza Entertai

By: [signature]

Date: 11-16-98

DEPOSITS ARE NOT COVERED BY FDIC INSURANCE

NATIONAL BANK OF CANADA
New York Branch

CORPORATE RESOLUTIONS
FOR THE ACCOUNT OF

WRS, Inc. for Plaza Entertainment, Inc.
Covering General Banking Powers

I HEREBY CERTIFY to National Bank of Canada, New York Branch (the "Bank") that at a meeting of the Board of Directors of WRS, Inc. for Plaza Entertainment a corporation organized under the laws of the State of Pennsylvania, duly called and held at its office 1000 Napor Blvd., in the City of Pittsburgh State of Pennsylvania on the 13th day of November, 19 98, the following resolutions were duly adopted and that they are in conformity with the charter and bylaws of said corporation and in full force and effect.

RESOLVED that the Bank be and hereby is designated a depository of this corporation and that checks, overdrafts, drafts, the Bank's Deposit Agreement, notes, orders for the withdrawal of funds, bills of exchange, acceptances or other orders for the payment of money upon said Bank be signed on behalf of this corporation by any one of each corp. of its following officers, employees or agents, to wit

NAME	TITLE
F. Jack Napor, President- WRS, Inc.	Eric Parkinson, President-Pla
Joseph M. Geretz, CFO.	Charles Von Bernuth, Vice Preside

RESOLVED that said Bank be and hereby is authorized, without limit as to amount and without injury as to the circumstances of issue or the disposition of the proceeds even if drawn or endorsed to any signing or endorsing officer, employee or agent or other officer, employee or agent of this corporation or tendered in payment of the individual obligation of any such officer, employee or agent or for his credit or for deposits to his personal account or for cash:

1. To accept, certify, pay or honor any such instruments, instructions or other orders for the payment of money, whether or not negotiable, so signed and to charge the same to the account of this corporation or to any account containing funds of this corporation maintained in the name or names of any officer(s), employee(s) or agent(s), of this corporation;

2. To purchase, give credit for, cash, pay or receive for deposit in this or any other account whether or not belonging to this corporation, any instruments or other orders for the payment of money, whether or not negotiable, payable or endorsed to this corporation or to bearer or otherwise, endorsed on behalf of this corporation by such officer(s), employee(s) or agent(s) authorized as aforesaid to sign similar instruments or orders on behalf of this corporation.

RESOLVED that any one of each corp. of the following officers, employees or agents of this corporation, to wit

NAME	TITLE
F. Jack Napor.	Same as Above
Eric Parkinson	〃
Joseph M. Geretz	〃
Charles Von Bernuth	〃

be and hereby are authorized, on behalf of this corporation

NATIONAL BANK OF CANADA
New York Branch

1. To borrow money and to obtain credit from said Bank on any terms and to enter into foreign exchange contracts of any nature;

2. To discount with said Bank any bills, notes or other instruments, whether or not negotiable;

3. As security for any loan, credit or accommodation from said Bank, to pledge, place in a trust or otherwise create any lien or encumbrance upon any property whatever, including property owned other than by this corporation, and to withdraw and receive delivery of any thereof when released by said Banks and to guarantee any indebtedness of this corporation, its subsidiaries or affiliates and that of third parties;

4. Either through said Bank or others, as agents or otherwise, to sell and with the proceeds or with other funds, including any funds in any deposit account to purchase, and to deliver, or otherwise dispose of any property whatever, without limitation as to prices, terms or conditions; and in connection with any of the foregoing, to make, execute and deliver, in the name of this corporation or otherwise and with or without its corporate seal, and containing any terms and conditions, any and all checks, drafts, notes, bills of exchange, acceptances, endorsements, assignments, transfers, bonds, mortgages, guaranties, trust receipts, undertakings, agreements, statements, representations, warranties, amendments, confirmations, revocations, waivers, receipts, releases, instructions, obligations or documents whatever and incur and pay any fees, costs and expenses, all without limitation. The word "property" as herein used shall be deemed to include stocks, bonds, mortgages, accounts, notes, bills of exchange, bills of lading, warehouse receipts, delivery orders, commodities, foreign exchange, bills of lading, warehouse receipts, delivery orders, commodities, foreign exchange, any other securities, moneys, credits, documents, instruments, papers or property without limitation.

RESOLVED that any officer or officers of this corporation be and hereby are authorized to certify to said Bank that these resolutions have been duly adopted and that they are in conformity with the charter and by-laws of this corporation.

RESOLVED that such number of the officers and/or persons authorized by any of the foregoing resolutions action jointly or singly as so specified may, by a written instrument furnished to the Bank, delegate to any other officer or person the same authority that is vested by said resolutions in the person(s) or officer(s) so delegating authority, which written delegation shall be in such form as may be requested by the Bank and bearing any of the following facsimile signature(s):

RESOLVED that all appointments and designations relative to the authority of any person to act on behalf of the corporation shall remain in full force and effect until the Bank's receipt of official written notice (accompanied by such evidence of the authority of the person giving such notice as the Bank may require) of the revocation or modification of such authority.

RESOLVED that all actions heretofore taken on behalf of the corporation and all instruments, documents, and papers executed in the name and on behalf of the corporation concerning the corporation's relationship with the Bank be, and they hereby are, approved and ratified.

I FURTHER CERTIFY that the present officers of said corporation are as follows:

NAME	TITLE
F. Jack Napor - WRS, Inc	
Eric Parkinson - Plaza Entertainment, Inc	
Joseph M. Cerett - WRS, Inc	
Charles Von Bernuth - Plaza Entertainment, Inc	

NATIONAL BANK OF CANADA
New York Branch

IN WITNESS WHEREOF I have hereunto set my hand as Secretary of said corporation and affixed the corporate seal this 16th day of November 1998.

~~Asst.~~ Secretary of said Corporation

I ALSO HEREBY CERTIFY to the Bank the foregoing

____
of said corporation

DEPOSITS ARE NOT COVERED BY FDIC INSURANCE

NATIONAL BANK OF CANADA
New York Branch

SCHEDULE B1
TO CASH MANAGEMENT SERVICES AGREEMENT

STANDARD WHOLESALE LOCKBOX AGREEMENT

DATE: 11-16-98

NATIONAL BANK OF CANADA, NEW YORK BRANCH (the "BANK"), with its principal place of business at **125 West 55th Street, New York, New York, 10019,** and (the "CUSTOMER"), WRS, Inc. for Plaza Entertainment, Inc. with its principal office at 1000 Napor Blvd, Pittsburgh, PA 15206 agree that the BANK shall provide the STANDARD WHOLESALE LOCKBOX ("Lockbox") service pursuant to the terms set forth below.

1. **PROCEDURES:**

A. The BANK will rent a ~~PHILADELPHIA~~ Los Angeles **Lockbox Post Office Box** for acceptance of the CUSTOMER'S items (checks) to be processed by the BANK. Annual rental for the Lockbox Post Office Box will be included in the Monthly Maintenance Fee charged to the CUSTOMER'S Lockbox account with the BANK. The CUSTOMER will be notified separately of the Lockbox mailing address consisting of the CUSTOMER'S name and a BANK assigned Post Office Box number and address.

B. The BANK will collect the contents of the Lockbox daily on each Bank Business Day. A "Bank Business Day" is defined as 8:30 AM - 5:00 PM, Monday through Friday, except for US Government and New York State Holidays. The BANK will open the envelopes and remove the contents.

C. The BANK will process all Lockbox remittances based on the standard processing procedure or options listed here, unless written directions to the contrary are received from the CUSTOMER:

1) All checks will be photocopied.
2) Checks with missing signatures will be stamped "Contact Maker for Signature" and processed.
3) Foreign items will be processed by the BANK Demand Deposits Operations department.
4) Process all items marked "Paid in Full".
5) When a discrepancy appears between the written amount and the amount in check courtesy box, checks will be encoded for the amount on the invoice or remittance advice; if none, the check will be encoded with the written amount.

6) Postdated checks will be handled as follows: 2 days postdated-processed; 3 days postdated-hold one day, then processed; and 4 days or more - returned unprocessed to the customer's address noted below.
7) Missing date from check, postmark data is inserted and processed.
8) Associated check photocopy, invoice, envelopes, and any enclosures will be stapled together and mailed to the above CUSTOMER address, unless noted otherwise below:

____
____
____

ATTN: ~~Accts~~ Receivable.

D. The BANK will provide to the CUSTOMER daily Lockbox Reports accessible via the CUSTOMER'S personal computer the same day Lockbox deposits are made through the BANK'S FUND$MANAGER service. This service includes the Lockbox Availability Detail and Summary Reports. These reports display funds availability of the amount deposited, including immediate, 1 day float, 2 or more days float, and total amount for amount deposited.

2. **INSPECTION OF CHECKS:**

A. The BANK will deposit checks on which the payee or endorser is as set forth above, and shall have the option of returning to the CUSTOMER any check bearing a different payee or endorser.

B. If the CUSTOMER has multiple acceptable payees, as noted below, the CUSTOMER hereby authorizes the BANK to accept, process and deposit checks into the account designated into Section 4.B., with acceptable payee(s), other than and in addition to the CUSTOMER, as follows:

Plaza Entertainment, Inc.
Family Universal Network Company
____
____

3. **MAILING INSTRUCTIONS:** The BANK will mail via First Class Mail to the CUSTOMER at the above CUSTOMER address packages that include the following materials:

A) Remittance Data (includes invoices, check photocopies, proof tapes)
B) Credit Advice
C) Correspondence, if any
D) No Deposit Report
E) Unprocessable Items

4. **DEPOSIT OF CHECKS:**

A. The BANK will endorse all checks and other instruments received on behalf of the CUSTOMER.

B. The BANK will make at least one deposit on each Bank Business Day and will credit the CUSTOMER'S demand deposit account listed below:

Lockbox Account #: ____________________________

5. **RETURNED CHECKS:** The BANK will debit the CUSTOMER'S demand deposit account for any checks which are returned unpaid. The BANK will not redeposit these checks unless it has written authorization to do so.

6. **TERMINATION:** This AGREEMENT shall continue until terminated in accordance with the terms of Sections 8 and 9 of the CASH MANAGEMENT SERVICES AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their duly authorized officers and to be effective as of the day and year written below:

NATIONAL BANK OF CANADA	**CUSTOMER:**
BY:____________________	**BY:** Joseph M. Gerek
NAME: Angela Ricciardi	**NAME:** Joseph M. Gerek
TITLE: Cash Management Officer	**TITLE:** C.F.O. for WRS, Inc.

"We're your NATIONAL connection."

NATIONAL BANK OF CANADA
New York Branch
125 West 55th Street, New York, NY 10019-5366
Swift: BND CUS 33A Telex: 177782 NATBK CAN

(Name and Address of Customer)

WRS, Inc. for Plaza Entertainment, Inc.
1000 Napor Blvd.
Pittsburgh, PA 15205
Attention: Joseph M. Ceret

Re: TELEFACSIMILE TRANSMISSION AGREEMENT

Date: November 16, 1998

Gentlemen:

From time to time WRS, Inc. for Plaza Entertainment, Inc. (the "Corporation") will request National Bank of Canada, New York Branch (the "Bank") to transfer funds from the Corporation's account(s) by way of telefacsimile transmission instructions or by the delivery of manually signed instructions. Hereafter in this Agreement funds transfer instructions sent via telefacsimile transmission and manually signed instructions shall be referred to collectively as "Instructions" and individually as an "Instruction"

In consideration for the Bank's acceptance of such Instructions, the Corporation hereby agrees to be bound by the terms and conditions set out below:

1. FORM OF INSTRUCTIONS. All Instructions shall be signed by authorized personnel of the Corporation, as set out in Section 2, below. All Instructions shall be directed to the Bank in care of its "Demand Deposit Account Operations Department" at its address set out above or to the Bank through the following telefacsimile numbers: (212) 632-______ or (212) 632-______ . All Instructions shall specify:

- the date of the Instruction;
- the amount and currency of the funds to be transferred;
- the full name of the Bank to which the transfer is to be made;
- the ABA Number of the Bank (for transfers to U.S. based banks);
- the full name of the beneficiary of the payment; and
- the account number of the beneficiary.

The Bank will not accept or act upon any Instructions which are attempted to be given verbally, either in person or through the telephone.

2. AUTHORIZED PARTIES. Attached to this Agreement as Schedule A is a list of the personnel, their titles and specimen signatures who have been duly authorized by the Corporation to sign and deliver all Instructions. Schedule A shall be completed by the Corporation and all persons authorized to sign and deliver Instructions shall be authorized to act alone, unless it is specifically indicated to the contrary. Schedule A also lists those persons who have been designated by the Corporation to verify Instructions when the Bank implements its telephone call-back procedure as outlined in Section 3, below.

3. TIME OF RECEIPT; CALL-BACK PROCEDURE. To be carried out on a same-day basis, all Instructions must be received at the Bank not later than 2:00 P.M. Eastern Standard (or Daylight) Time on a day when the Bank is open for business. Instructions received after that time will be implemented on the next business day. The Bank agrees to perform the following call-back verification procedure for all Instructions; namely,

   - the Bank will call one of the persons listed on Schedule A, Part II, to verify the net amount and payment details of the Instruction;

   - this call will be recorded by the Bank; and

   - the Bank's call will be placed by 5:00 P.M. Eastern Standard (or Daylight) Time on the day the Instruction was received or, if received after 2:00 P.M. Eastern Standard (or Daylight) Time, by 5:00 P.M. on the next business day. If the person called verifies the Instruction and satisfies the Bank's inquiries, the wire transfer will be carried out on the same business day as the verification call.

   It is agreed that the person(s) who has signed the Instruction must be different from the person whom the Bank calls for purposes of verification. If the Bank is unable to reach the independent person or otherwise unable to verify the Instruction to its satisfaction, the Bank may, in its sole discretion, carry out the Instruction as received by it or refuse to carry out such Instruction. In either case, the Bank is hereby expressly held harmless and indemnified by the Corporation from and against any costs, expenses, liabilities, claims or damages arising from its decision to process (or not process) the Instruction. The Bank's sole duty shall be to determine, in its own judgment, whether or not the signature on the Instruction compares favorably to the specimen signature contained in Schedule A to this Agreement.

4. CONFIRMATIONS. If the Corporation sends to the Bank a manually signed confirmation of the previously transmitted Instructions, the Bank shall have no duty to compare it against the Instructions it had received nor shall the Bank have any responsibility should the contents of the manually signed confirmation differ from Instructions acted upon by the Bank.

5. AUTHORIZATIONS. The Bank is hereby authorized to honor, execute and charge to the Corporation's account(s), without limit as to amount or further inquiry (subject only to the verification procedure outlined in Section 3, above), any Instructions for the transfer of funds from someone who purports to be an authorized representative of the Corporation when made in accordance with this Agreement. The Bank is hereby authorized to debit the account(s) of the Corporation maintained at the

Bank upon receipt of Instructions even though a debit may bring about or increase an overdraft or even if such payment is to an officer, agent or employee of the Corporation. The Bank may treat all Instructions as final and not subject to stop payment or recall orders issued by the Corporation. The Bank is specifically authorized, upon the written request of the Corporation and at the full financial responsibility and risk of the Corporation, to issue guarantees or indemnities in order to recover funds previously paid by the Bank acting upon an Instruction from the Corporation. The Bank also reserves the right to refuse or delay acceptance of any Instruction if the Corporation does not have sufficient collected balances in its account(s) or in the event the Instruction is unclear, incomplete or for other reasons not satisfactory to the Bank.

6. CANCELLATIONS. The Bank must receive any request to cancel or amend an Instruction previously given by not later than 4:00 P.M. on a business day in New York preceding the execution date of the original Instruction. The Corporation shall not have any right to cancel or amend Instructions which have been executed by the Bank. Requests for cancellation of Instructions received for implementation on the same day as the intended payment or transfer may be undertaken by the Bank but only on a best efforts basis. The Bank shall assume no responsibility or liability for any such request.

7. LIABILITY. The Corporation agrees to assume full responsibility for all Instructions as carried out by the Bank in good faith and in accord with the procedures specified in this Agreement or in any other operational procedures. The Bank agrees to exercise ordinary care in the performance of its obligations under this Agreement. The Bank's liability for improper execution of an Instruction shall be limited to the Corporation's cost of the funds transfer and interest losses, if any. The Bank shall not be liable for acts of God, machine or computer breakdowns or malfunctions, interruption or malfunction of communication facilities, work stoppages or any other similar or dissimilar cause beyond the reasonable control of the Bank. To the maximum extent provided by law, the Bank shall be held harmless from and against any claim for consequential, special, indirect or incidental damages, even if the Bank is advised of the possible existence of such damages. Furthermore, the Corporation agrees that it shall indemnify and hold the Bank harmless from any claims arising from the Bank's acting upon Instructions (i) from, or which purport to be from, an authorized representative(s) duly appointed by the Corporation or (ii) which appear to be authorized by the Corporation. The Corporation further agrees that it shall indemnify and hold the Bank harmless from any claim resulting from the Bank's acting on Instructions as such Instructions were understood by the Bank except for claims resulting solely from the Bank's bad faith or willful misconduct.

8. DURATION OF SIGNING AUTHORITY. The Bank may assume that each of the persons listed on schedule A to this Agreement retains his or her authority until such time as the Bank receives a notice in writing from the Corporation, duly signed by an authorized officer(s), stating that one or more of the authorized persons is no longer authorized under this Agreement to act on behalf of the Corporation.

9. DUTY TO REPORT. The Corporation agrees to notify the Bank within one business day of learning of any unauthorized transfer or any other discrepancy regarding an Instruction. If such notification is not given within such time period, the Bank will be discharged from any loss or liability to the extent caused by the delay in giving such notification. Without regard to care or lack of care of either the Corporation or the Bank, if the Corporation does not discover and report to the Bank in writing an unauthorized transfer or any other discrepancy regarding an Instruction within thirty (30) days from the date the Bank first notifies the Corporation of the funds transfer (whether by debit advice, periodic statement or otherwise) the Corporation is precluded from asserting against the Bank the unauthorized transfer or other discrepancy.

10. WAIVER. A waiver by either the Bank or the Corporation of any of the terms and conditions of this Agreement shall not be effective unless in writing, shall pertain only to the circumstances for which it is given and shall not constitute a future waiver of such party's rights or a waiver of any other terms and conditions of this Agreement. If the Bank shall in any particular case waive or not enforce any specific term or condition of this Agreement, such waiver or decision not to enforce a term or condition shall not be construed as applying to any future situation related to the subject matter of this Agreement.

11. TERMINATION. Either party may terminate this Agreement by sending written notice to the other party; provided, however, that the Bank may continue to receive and act upon Instructions as provided herein until the Bank actually receives such notice at its address stated above and the Bank has had a reasonable time to act thereon.

12. MISCELLANEOUS. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement and may not be changed orally. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. THE PARTIES HERETO WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING HEREUNDER OR RELATED HERETO. THE CORPORATION AGREES TO THE NON-EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS (FEDERAL OR STATE) LOCATED IN THE CITY OF NEW YORK TO RESOLVE ANY DISPUTE BETWEEN THE PARTIES.

Please signify your agreement with the foregoing by signing and returning to us the enclosed copy of this Agreement and an executed corporate resolution in the form annexed hereto as Schedule B.

Very truly yours,

National Bank of Canada
New York Branch

By:____________________ By:____________________

Title: Title:

Accepted and Agreed

Dated: November 16, 1998

(Name of Corporation) WRS, Inc. for Plaza Entertainment

By: [signature]

Title: President & CEO. - WRS, Inc.

By: [signature]

Title: President & CEO. - Plaza Entertainment, Inc

SCHEDULE A
TO
TELEFACSIMILE TRANSMISSION AGREEMENT
BETWEEN NATIONAL BANK OF CANADA
AND WRS, Inc. for Plaza Entertainment, Inc
(Name of Corporation)

I. (Name of Corporation) WRS, Inc. for Plaza Entertainment, Inc hereby authorizes the following persons to sign and deliver to the Bank funds transfer Instructions (via telefacsimile transmission or via manually signed letter) pursuant to the terms and conditions of the above-referenced Agreement. Each such person is authorized to act alone unless otherwise specified:

	Name of Person	Title	Specimen Signature
1.	F. Jack Napor		[signature]
2.	Eric Parkinson		[signature]
3.	Joseph M. Cesek		[signature]
4.	Charles VonBernuth		[signature]
5.			
6.			

II. (Name of Corporation) ______________________ hereby authorizes any one of the following persons to respond to telephone verification inquiries made by the Bank to confirm the details of all Instructions received by the Bank.

	Name of Person	Title	Telephone Number
1.			
2.			
3.			
4.			
5.			
6.			

WRS, Inc. for Plaza Entertainment, Inc
(Name of Corporation)

By: [signature] Title: C.F.O.

Date: 11-16-98

Firm Name: WRS, Inc. for Plaza Entertainment, Inc.		Acct. #
Address:		
Phone #:	Contact Name:	
Number of Signatures Required:		
Name (Print)	Signature	Date
1. F. Jack Napor	[signature]	
2. Eric Parkinson	[signature]	
3. Joseph M. Cerek	[signature]	
4. Charles Von Bernuth	[signature]	
NATIONAL BANK OF CANADA NEW YORK BRANCH	DEPOSITS ARE NOT COVERED I FDIC INSURANCE	